Master Contract

BETWEEN THE

Board of School Trustees

OF THE

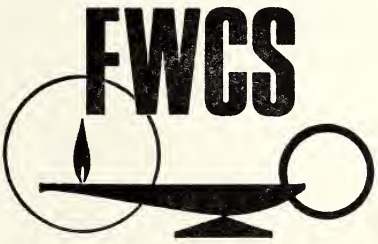
Fort Wayne Community Schools

AND THE

Fort Wayne Education Association, Inc.

FOR

1976-77



FORT WAYNE COMMUNITY SCHOOLS
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PREAMBLE

This Master Contract is entered into by and between the Board of School Trustees of the Fort Wayne Community Schools, hereinafter called the "Board," and the Fort Wayne Education Association, Inc., hereinafter called the "Association." The Board and the Association recognize as their mutual goal the providing of a quality education for the students of the school district. The achievement of such a goal is directly related to quality and morale of all employees and requires the cooperation and understanding between the administration and teaching staffs. The following Master Contract covering certain terms and conditions of employment for teachers has been developed through negotiations between the Board and its representatives and the Association and its representatives.

DEFINITIONS

A. The terms "Board" and "Association," when used in this Contract, shall include authorized officers and designated representatives.

B. The term "teacher(s)," when used in this Contract, shall refer to all employees of the Board within the bargaining unit as defined by Article I, RECOGNITION.

C. The term "school corporation or school district," when used in this Contract, shall refer to the Fort Wayne Community Schools.

D. The term "emergency," when used in this Contract, shall refer to a condition or situation which could not have been anticipated under normal circumstances.

Article I

RECOGNITION

The Board recognizes the Association as the sole and exclusive bargaining agent for the classroom teachers. The term "classroom teachers," hereinafter called "teachers," is defined as meaning all professional personnel employed by the Board whose official assignment requires a classroom teacher's license issued by the State of Indiana, but specifically excludes Superintendent and Assistants, Directors and Assistants, Supervisors, Coordinators, Principals and Assistants, and full-time Guidance Personnel who do not teach a regular class.

This recognition shall be continuing until such time as the Board is shown evidence in accordance with the provisions of Public Law 217 that the Association is no longer the representative of classroom teachers.

Article II

BOARD AND ADMINISTRATION RIGHTS AND RESPONSIBILITIES

A. As a prime responsibility, the objective of the Board is to structure the school system to maintain human interests, human values, and human dignities among students and teachers.

B. The Board has the right, responsibility, and authority to manage and direct in behalf of the public the operations and activities of the school corporation to the full extent authorized by law. It is understood and agreed that all rights, responsibility, and authority heretofore exercised by the Board or inherent in the Board as the body charged by law with operation of the school corporation and not modified expressly by any specific provision of this Master Contract are retained solely by the Board. Such rights, responsibilities, and authority of the Board shall include, but not be limited to the right to: (a) direct the work of its employees; (b) establish policies, rules, and regulations to carry out the responsibilities with which it is charged by law; (c) hire, promote, demote, transfer, assign, and retain employees; (d) suspend or discharge its employees in accordance with applicable law; (e) establish and staff curriculum and programs, and select related equipment, supplies, and materials; (f) relieve its employees from duties because of lack of work or other legitimate reason; (g) manage fiscal operations; (h) establish student conduct and discipline rules.

It is agreed that any grievance which involves the exercise of such rights, responsibility, or authority shall not be subject to binding arbitration except to the extent that the grievance involves an alleged vio-

lation of a specific provision of this Master Contract intended by the parties to be a specific limitation on the Board's rights, responsibility, and authority.

C. It is agreed that the Board and its administrative personnel shall not discriminate against any teacher with respect to conditions of employment by reason of the teacher's membership or non-membership in any professional organization; the teacher's participation in any activities of the Association or professional negotiations with the Board's committee; or the teacher's institution of a grievance, complaint, or proceeding under this Contract.

D. If a teacher is to be disciplined or reprimanded by the Board or administration outside of the regular evaluation procedure and if a written record of said action is to be kept, the teacher shall be notified in advance of the purpose of the meeting and shall be informed that he/she may be accompanied by a representative of the Association or counsel of his/her choice.
No official reprimand of a teacher by the administration or Board shall take place in a public meeting, through the media, or in the presence of other persons exclusive of the designated representatives of the parties.

E. Any such discipline, reprimand, suspension or reduction in status, compensation, including the merits of adverse evaluation statements of teaching performance or competence asserted by the Board or its representatives, shall be subject to the Professional Grievance Procedure set forth in this Contract, but shall not be subject to binding arbitration. All information forming the basis for disciplinary action shall be made available to the teacher.

F. Any employee of the Board properly certified by the Indiana State Department of Public Instruction with a teacher's license may be assigned by the Board to a classroom teaching assignment which is either full-time or part-time. Such an employee shall be included in the bargaining unit while in the teaching assignment and shall be covered by the provisions of this Master Contract provided, however, the employee's individual contract governs all terms and conditions stated therein. These employees shall not be required to evaluate the instructional skills of other professional personnel or submit written reports to the administrative staff. The administrative staff may consult with these employees regarding any classroom visits or observations.

G. The Board shall not require members of the Association's bargaining unit to make classroom visits, observe or evaluate the instructional skills of other teachers and provide a written report to the administrative staff.

H. No teacher shall be suspended without pay from his/her teaching position without an opportunity for a hearing to show cause prior to the suspension.

I. The Board agrees that the provisions of this Contract shall be applied without regard to political activity, race, creed, religion, color, national origin, marital status, age, sex, professional activity, family relationship, or residence.

Article III

ASSOCIATION AND TEACHER RIGHTS AND RESPONSIBILITIES

A. As a professional employee, each teacher shall comply with the policies, rules, and regulations of the Board in order to implement the optimum educational process; however, teachers will not be expected to perform any directive that threatens the physical well-being of the teacher or student or is professionally demeaning to the teacher.

B. Recognizing that in-service training is beneficial to both the teacher and the school system, teachers new to the system shall attend all meetings unless absent from school or excused in advance.

C. After reporting to the principal's office, the Association President or his/her designee may visit school buildings to carry on Association business so long as regular school activities are not disrupted.

D. The Association shall be provided a separate mail box in each school. The Association's inter-school mail shall be distributed by the Board. The Association's office shall be a regular stop on the Board's regularly scheduled inter-school mail delivery system.

E. The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each faculty lounge.

F. A mutual exchange of information that will assist in developing accurate and constructive programs for teachers shall take place.

G. The Association shall be notified in writing by the Board of any teacher who is either asked to resign from Fort Wayne Community Schools or has dismissal procedures initiated against him/her unless the teacher objects to such notification. Such notification by the Board to the Association shall be made within five (5) days of the receipt of formal notification by the teacher.

H. The Board shall supply to the Association office the following material:

1. Board meeting agenda.
2. *The Observer.*
3. Board minutes.
4. Budget estimate worksheets for state school support immediately following Board hearing in August.
5. Board Budget Forms I, II, and III immediately following August hearing.
6. Copies of annual financial Forms 9A and 9B at the time they are submitted to the State Department of Public Instruction.
7. A copy of Form 30 immediately upon filing with the State Department of Public Instruction.
8. A copy of the official school budget when complete.

9. A list of newly hired teachers immediately upon employment including address, teaching assignment, education, experience and salary.
10. Any materials made available to the general public and press.
11. A list of employed teachers by units as of the beginning of school and as of the first teacher's pay day.
12. A list of substitute teachers and their addresses as of the beginning of school and updated on December 1 and March 1.

Article IV
NEGOTIATION PROCEDURES

In negotiations, the Board and the Association shall be represented by a team of not more than five (5) persons of their respective choice. Non-participating observers may attend with the mutual consent of both teams. Neither party shall exercise any control over the selection of the negotiating representatives of the other party. While both teams shall be clothed with all the necessary power and authority to make proposals and counter-proposals, no agreements or understandings reached by the representatives shall be binding unless ratified by the Board and by the Assocaition.

Article V
IMPASSE PROCEDURE

If either the Board or the Association or both parties determine that their differences of position are so serious that further negotiations seem impossible of producing a satisfactory Contract, the Association and/or the Board may invoke the impasse machinery which includes mediation and fact finding as provided in Public Law 217 of the State of Indiana.

Article VI
TEACHER EVALUATION

A. In recognition of the need to improve the present procedure of evaluating teaching personnel, the Board and Association agree to establish a Joint Committee on Evaluation of Teaching Personnel. The Committee shall consist of five (5) members appointed by the Fort Wayne Community Schools and five (5) members appointed by the Association. The chairperson of the Committee shall be elected by the Committee, and the Committee shall meet during the school year.

B. The purpose of the Committee shall be to study and make recommendations concerning procedures and criteria for evaluating competency of teaching personnel. The recommendations, when agreed to by both the Board and Association, shall be implemented on a pilot basis. It is intended that the Committee will make its recommendations prior to September 1, 1976. When the Committee agrees that the procedures and criteria are suitable for full implementation, the evaluation procedure shall be referred to the negotiating teams for inclusion in the Master Contract.

Article VII
DUE PROCESS

A. The Board agrees that the administrative staff is charged with the obligation of giving all teachers a reasonable opportunity to develop into useful and productive professional educators in the Fort Wayne Community Schools.

B. Any new teacher employed by the Board shall be considered a non-tenure (or probationary) teacher until tenure status is attained according to Article XVI.

C. Any teacher not notified of his/her dismissal by certified mail on or before May 1 in accordance with the law shall be given a contract for the succeeding school year.

D. The Board agrees that any teacher whose contract is not to be renewed shall be provided a fair hearing opportunity under the following procedure:

1. Upon receipt of a dismissal notice a conference with the Superintendent or his/her designee shall be *mutually arranged,* during which time the specific reasons for the proposed dismissal will be discussed. The teacher shall have the right to be represented by counsel or Association representative at the conference. The teacher and/or his/her representative shall have the opportunity to respond to all charges during the conference.
2. In the event the aforementioned conference with the Superintendent or his/her designee results in a continuation of the proposed dismissal, the teacher shall be provided a fair hearing before the Board at which time he/she and/or his/her counsel or Association representative shall have the opportunity to cross-examine witnesses and to rebut evidence introduced against him/her as well as present witnesses and evidence in his/her own behalf.
3. The teacher has a right to arrange a meeting through the Personnel Department to review his/her personnel file with his/her counsel.
4. A copy of the minutes or record of the Board hearing and the decision of the Board shall be provided the teacher and his/her counsel within ten (10) calendar days after the hearing. In the event the Board fails to render a decision within the ten (10) calendar days after the hearing the teacher shall be granted a new contract.
5. If the teacher is not satisfied with the determination of the Board, he/she may submit the case to arbitration as set forth in the Professional Grievance Procedure of this Contract, but binding arbitration is limited to alleged violations, misinterpretations or misapplications of this Contract as specified in the Article on Board and Administration Rights and Responsibilities.

E. If an arbitrator should find that the above due process procedure has not been complied with by the Board in violation of this Contract, the arbitrator shall declare the purported or proposed dismissal void and order such other relief as is necessary to protect the teacher's rights and security for the succeeding academic year.

Article VIII

PROFESSIONAL GRIEVANCE PROCEDURE

A. A grievance shall be defined as a difference between the administration representing the Board and the Association or one or more teachers involving an alleged violation, misinterpretation, or misapplication of any rule, regulation, or policy of the Board which directly affects the teacher or teachers in their teaching assignment, except that only timely grievances involving an alleged violation of an express provision of the Master Contract may be presented to binding arbitration. Arbitration of all other grievances shall be advisory.

B. This grievance procedure is not intended to affect the normal communications between the principal and the teacher in the discussion of problems which may exist. It is expected that any problem or potential problem would first be discussed by the teacher with the building principal.

C. If after this discussion the teacher believes there is a basis for a formal grievance, he/she shall state this to the building principal no later than eighteen (18) school days after the occurrence that gave rise to the alleged grievance or after the teacher became aware of the occurrence, whichever is later. The principal and the teacher shall mutually set a date for a formal meeting in an attempt to resolve the difference. At this meeting, the teacher may be accompanied by a representative of the Association and the principal by a member of the administrative staff.
If resolution is not achieved as a result of the verbal discussion with the building principal, a formal written grievance may be presented not later than three (3) school days after the formal meeting with the principal. The prescribed form shown in Appendix I signed by the grievant and/or the Association representative shall be used with a copy of the grievance delivered to the principal.

D. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personal files of the participant. The documents, communications, and records shall not become part of any file which is utilized in the promotion process nor shall it be used in any recommendation for job placement.

E. Within three (3) school days after receipt of the written grievance, a meeting of the parties shall take place in an effort to resolve the grievance. Following this meeting, a written answer with copies to all concerned shall be returned by the recipient within three (3) school days.

F. If resolution is not achieved or the meeting does not take place within the three (3) school day period, the grievance may be transmitted to the Superintendent or a designated representative. Grievances appealed to the Superintendent or a designated representative shall be forwarded to his/her office no later than three (3) school days after receipt of the written answer or no later than three (3) school days after the time period allotted for the reply if no disposition has been made. Within five (5) school days a meeting of the parties shall take place to review

the facts, and a written answer shall be given to all concerned within three (3) school days after the meeting.

G. A class grievance shall be filed initially with the Superintendent or his/her designee no later than eighteen (18) school days after the occurrence that gave rise to the alleged grievance or after the Association became aware of the occurrence, whichever is later.

H. If the grievance is not resolved at the Superintendent's level or if no disposition has been made within three (3) school days after the meeting with the Superintendent or a designated representative to the satisfaction of the aggrieved party or parties, then the grievance may be transmitted to the Board through the Superintendent's office. Such transmittal shall be no later than fifteen (15) school days after the meeting at the Superintendent's level. The Board, no later than its next regular meeting, or three (3) calendar weeks whichever shall be later, may hold a hearing on the grievance, review the grievance in executive session, or give such other consideration as it may deem appropriate. A written answer shall be given by the Board to all interested parties no later than the next Board meeting.

I. If the grievance is not resolved to the satisfaction of the aggrieved by the Board or if no disposition has been made within the time period, the grievance may be submitted to arbitration before an impartial arbitrator. If the aggrieved party, or parties, is desirous of carrying a grievance to arbitration, a letter with a copy to the Superintendent may be sent to the American Arbitration Association requesting that they select an impartial arbitrator and conduct the arbitration proceedings. Both parties agree that the American Arbitration Association shall conduct the arbitration according to its rules. If the grievance is subject to binding arbitration, the arbitrator may apply this agreement to the case under consideration, but shall have no authority to add to, subtract from, or modify the terms of this Master Contract. If within the terms of his/her authority, the decision of the arbitrator shall be final and binding on the parties. If the grievance is one subject to advisory arbitration, it is hoped that in an atmosphere of good faith the decision of the arbitrator will be accepted by both parties.

J. The Association shall be informed prior to any adjustment. No adjustment shall take place contrary to negotiated policy.

K. The cost of the American Arbitration Association arbitrator shall be shared equally by the parties.

L. The time limits provided in this procedure shall be strictly observed but may be extended by a written mutual agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits might result in hardship on any party, both parties shall make every effort to process the grievance prior to the end of the school term or as soon as possible thereafter.

M. All grievances initiated prior to the expiration of this Contract shall be resolved according to this grievance procedure.

Article IX
COMMUNICATIONS AND MUTUAL COOPERATION

A. Outside the negotiation process it is recognized that there is a need for regular dialogue and communication between the Association and the administration representing the Board. This need for communication may be to exchange information or it may be of an urgent nature necessitated by actions of the Association or the Board which appear to one of the parties to be in contradiction to good relations. Regular informative meetings shall take place with the Association and the designated representatives of the Board once each month during the school year unless mutually agreed otherwise. Special meetings of a more urgent nature may be requested either by the representative of the Board or by the President of the Association or his/her designee. Both parties will meet within three (3) school days upon request by either party.

B. It is recognized that there are many areas of concern for both teachers and administrators where a common goal exists and where joint committee study and discussion can be of mutual benefit. Such areas shall be defined and equally representative joint committees appointed for discussions at mutually agreeable times.

Article X
EMPLOYMENT PRACTICES

All teachers shall be employed on the basis of their professional qualifications and certifications in accordance with the licensing standards as prescribed by the laws of the State of Indiana and regulations of the Department of Public Instruction for the assignment involved. Political activity, race, creed, religion, color, national origin, marital status, age, sex, professional activity, family relationship, or residence shall not be made a condition of employment.

Article XI
PLACEMENT, ASSIGNMENT, AND PROMOTION

A. GENERAL

1. Placement

   Teachers are employed by the Board and are placed in the building or unit by the Board upon the recommendation of the Superintendent in the best interests of the total system based on professional qualifications and the preference of the individual teacher.

2. Assignment

   a. Teacher assignments within the school building or unit are made by the building principal or unit head and where appropriate in consultation with the department head according to the teaching needs of the school or unit and according to the best qualifications and preference of the teacher in that school or unit.

b. A teacher normally will not be assigned to teach outside the area of his/her certification. If for some reason it is not feasible to avoid such assignment, the teacher will be consulted and the alternatives explored. Assignment outside of the area of certification will be made only with the approval of the teacher involved.

3. Transfer or Reassignment

a. The reassignment and/or transfer of a teacher shall be made on the following criteria:

1) Qualifications in the area of vacancy

2) Length of service in the school system

3) Mutual agreement of teacher and administration

4) Contributions the teacher could make to students

5) Particular teaching needs of the building or unit

B. REASSIGNMENT (WITHIN A BUILDING)

1. Voluntary

A teacher who desires a change in grade and/or subject assignment for which the teacher is certified shall submit a written request to the building principal or unit head.

2. Involuntary

A teacher who is affected by an involuntary change of assignment to a grade level or subject area shall be notified in writing by the building principal as soon as possible prior to the change of assignment.

C. VACANCIES

1. Teaching vacancies for the following school year will be posted in each building beginning approximately March 1 with continuous updating each fifteen (15) days thereafter to the end of the school year.

a. Teachers who already have on file an official transfer request for such an opening shall be considered first for teaching vacancies that occur after the last regular posting of vacancies by the Personnel Department, including those during the summer months.

b. Teaching vacancies during the school year which are filled by teachers on Temporary Contracts or by substitute teachers shall be posted for the ensuing year as new openings.

2. Newly created teacher positions shall be posted in each school building as soon as they are established.

3. Teachers already employed by this school corporation who meet the qualifications will be given preference in filling vacancies.

4. Substitute teachers already employed by this school corporation will be given consideration in filling vacancies according to individual qualifications.

5. Effective with school year 1977-78, vacancies for all teaching positions shall be filled first by teachers under regular contract including teachers on the layoff list, second by substitute teachers who have a written letter indicating the desire for permanent employment to the Personnel Director, and third by teachers new to the school system.

D. TRANSFER (WITHIN THE SCHOOL SYSTEM)

1. Voluntary

a. A request for transfer shall be submitted in writing on the appropriate form shown in Appendix II to the building principal with a copy forwarded to the Personnel Office by the teacher requesting change of placement.

b. Transfer request forms for vacancies known prior to April 1 must be received by the Personnel Office not later than April 1 in order to receive consideration for the following school year.

c. The Personnel Office should acknowledge in writing within a week the receipt of all requests for transfer.

d. Should a vacancy occur after April 1, request for transfer shall be received within fifteen (15) days of the posting of the vacancy.

e. Teachers who have requested a transfer shall be notified in writing by June 1 for the succeeding year of the administration's action on said transfer.

f. An annual register of change of placement requests will be maintained in the Personnel Office.

g. In the event the transfer is denied, the Personnel Department shall state in writing which of the bases were not met.

h. Teachers requesting a transfer to be effective with the next school year who do not wish to state a reason on the request form shall not be required to state a reason other than "personal."

2. Involuntary

a. A teacher who is affected by an involuntary change of placement shall be notified in writing by the building principal and/or Personnel Office prior to receiving the official notice of change.

b. When a reduction in the number of teachers in a school or unit is necessary, a volunteer shall first be granted a change of placement after which transfer shall be made on the basis of years of service in the school system.

c. A teacher selected for a change of placement shall be given the opportunity to indicate a preference in placement and, when feasible, this preference shall be honored.

d. Preference shall be given to presently employed teachers over newly hired teachers. Such preference shall be based on qualifications, certification, and length of service in the system.

E. REDUCTION IN TEACHING STAFF

In the event of conditions necessitating a reduction in the number of teachers employed by the Board, the following procedure shall be followed:

1. If a reduction in staff is necessary, teachers with the least amount of service in this school corporation shall be laid off first.

2. Seniority shall commence to accumulate the date the Board approved the individual teacher contract or the date the teacher starts

to teach, whichever is earlier, and shall include approved leaves and lay off periods due to staff reductions as provided in this section.

3. Teachers released from teacher contracts shall be recalled in reverse order of lay off and, if length of service is identical, the teacher to be recalled first shall be determined by lot.
4. A teacher recalled shall be contacted by registered letter. If the recalled teacher does not respond by registered letter within fifteen (15) calendar days from the date the recall letter was received the teacher will be terminated.
5. A teacher laid off shall be given notice at least forty (40) work days before the end of the semester.
6. A teacher laid off and signing a contract with another school corporation will be allowed to complete his/her contractural obligations with no penalty.
7. A teacher laid off shall not have his/her length of service broken and shall accumulate seniority for a period of two (2) years or a period of time equal to his/her length of service with Fort Wayne Community Schools, whichever is greater.
   When the number of lay off days exceeds the number of days the teacher was actually employed under a Regular Teacher Contract or after two (2) years, whichever is greater, the name of the teacher shall be removed from the lay off and recall list.
8. A teacher shall be assigned to teach only those endorsement areas he/she is properly certified to teach in Indiana.
9. Association representatives (president and director) will be informed of the teacher(s) to be laid off or recalled prior to the lay off or recall becoming effective.

F. PROFESSIONAL RELATIONSHIPS

1. Neither teacher nor administrator shall allow the action of a voluntary change of placement or assignment to influence future professional relationships.
2. Neither teacher nor administrator shall be discriminated against because of a teacher request for change of placement or assignment.

G. PROMOTION

Any teacher may apply for the Administrative Screening Program by contacting the Director of Personnel. When interested in an administrative or supervisory position, it is the responsibility of each teacher to make known his/her promotional goals in writing to the Director of Personnel. Every request shall be considered as the desired openings occur.

Article XII
TEACHER HOURS AND CONDITIONS

A. It is recognized that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the

goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is the education of the student. The organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

1. Recognizing that most teachers will exceed the minimum time limits of a normal work day, the following are the established minimum teacher work days:

Elementary School	8:05 a.m. to 3:30 p.m.
Junior High	8:05 a.m. to 3:30 p.m.
Senior High	7:45 a.m. to 3:10 p.m.
Special Education Center	8:05 a.m. to 3:30 p.m.
Regional Vocational Center	8:00 a.m. to 3:25 p.m.

2. Junior and Senior high school teachers shall have preparation time equal to fifty-five (55) minutes within the teacher's work day. This time may be either one or two (2) segments. Assignment of teaching periods and supervision of study halls for junior and senior high school teachers shall not exceed two hundred seventy-five (275) minutes per day. Homeroom duties, extra-curricular duties, and other assigned responsibilities are not a part of the two hundred seventy-five minutes but are a part of the total professional responsibility. Assignment of teaching periods for Regional Vocational teachers shall not exceed three hundred and thirty (330) minutes per day. Elementary school teachers shall not exceed twenty-five (25) hours of pupil contact per week.
3. Teachers in the areas of elementary physical education, music, and art will be added as it becomes feasible to provide students with instruction in these areas and to provide elementary teachers with increased preparation time. Except when a consulting teacher is serving in an advisory capacity, the elementary teacher shall be released from duty when the class is under the supervision of another licensed teacher. When a school aide is available for supervising non-teaching areas the teacher may be released.
4. All teachers shall be entitled to a duty-free, uninterrupted lunch period each day in no instance less than that specified by law. Whenever possible additional time may be allowed for the lunch period. Teachers may leave the building during lunch period. If the teachers' lunch period in a particular building is other than that specified by law, no duties shall be assigned on a regular basis during this lunch period other than those related to the orderly movement of children to and from the designated eating area.
5. Four (4) half days (two each semester) of released time shall be provided for parent-teacher conferences at the elementary level including regular special education classes. All elementary teachers in consultation with their principal should arrange a schedule for parent conferences. At least one conference per student should take place each semester unless the teacher and principal agree otherwise. Each teacher shall be responsible for keeping a written record of each parent-teacher conference.

   Generally parent-teacher conferences should be held when teachers

are not supervising students. If a parent-teacher conference is necessary when a teacher is supervising students, the principal will make arrangements for the supervision of those students during the conference.

6. Emergency classroom supervision may be scheduled by the building principal when necessary; however, teachers should not be subject to repeated loss of preparation time.
7. Teacher participation in extracurricular activities is desirable and necessary in maintaining the entire school program. Principals will make every effort to see that extracurricular activities are equalized among the teachers within the buildings. Whenever possible, extracurricular assignments will be accomplished on a voluntary basis.
8. Substitute teachers shall be provided whenever possible for all classroom teachers, including art, music and physical education teachers, who are absent from school.
9. Faculty meetings shall be scheduled in advance on the first or second Monday of the month. Special faculty meetings may be called when necessary. All meetings will be based on a planned agenda and be as brief as possible.
10. All new buildings should contain rooms appropriate in size, location, and equipment for all itinerant and/or special teachers. Whenever feasible, existing buildings shall provide rooms appropriate in size, location, and equipment for all itinerant and/or special teachers.
11. Teachers shall not be required to work under conditions which are unsafe, hazardous, or unhealthful, or to perform tasks which endanger their health, safety, or well-being.
12. Observation of a teacher's class by persons other than authorized school administrative personnel shall be allowed only after consent has been granted by the building principal and the teacher involved.
13. A telephone will be available for teacher use. At least one room for use as a faculty lounge shall be provided in each school for teacher use and should be appropriately furnished. Adequate lunchroom, rest room and lavatory facilities shall be made available exclusively for teacher use in all new and renovated buildings hereafter.
14. Teachers shall be given a tentative schedule of their classes for the ensuing year prior to the close of school in the spring. Teachers shall be notified in writing of any changes in their tentative schedule including the schools to which they will be assigned and the grades and/or subject that they will teach as soon as practicable.
15. A teacher shall receive a copy of all letters, reports, or documents which are placed in his/her personnel file.
16. The last day of each semester is provided for grading papers, preparing grades, and completing necessary reports. No more than two (2) hours may be used for faculty meetings and/or departmental meetings or workshops. In the secondary schools teachers' report of grades shall not be required in the school office earlier than the beginning of classes on the first school day following the end of the first three quarters and shall not be required earlier than the end of the teacher's day on the last day of the fourth quarter.

17. All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher.

B. COOPERATIVE TRAINING AND WORK ORIENTED STUDY PROGRAM PERSONNEL

1. Each cooperative training coordinator and work oriented study teacher shall be granted a Supplemental Contract of four (4) hours a day, based on the following cooperative training student allocation:
   a. 15 or less — 1 week contract
   b. 16 to 29 — 2 week contract
   c. 30 to 39 — 3 week contract
   d. 40 and above — 4 week contract
2. Each coordinator shall be permitted to assist in the process of screening potential candidates for his/her program.

C. JUNIOR AND SENIOR HIGH SCHOOL COACHES

1. Senior High School
   a. A head coach in football, basketball, or track-cross country may be an assistant coach in one sport or a head coach in one minor sport.
   b. A teacher may be an assistant coach in three (3) sports, a head coach in two (2) minor sports, or any combination not to exceed three (3) sports.
   c. All coaches and assistant coaches are to teach a full schedule, except that the head coach in a high school in football, basketball, and track-cross country may, upon written recommendation of the principal and approval by the Superintendent, be assigned one less class during the season for this sport. During the rest of the school year the coach will be assigned a class or assigned to spend the equivalent of one period a day assisting with the intramural program.
   d. Coaching duties are to be recommended by the principal and shall be approved by the Superintendent.
2. Junior High School
   a. Coaching assignments may not exceed head coach in two (2) sports, head coach in one sport and assistant coach in two (2) sports, or assistant coach in three (3) sports.
   b. All teachers with coaching duties shall be assigned a normal teaching load.

D. ALLOCATION OF TEACHING PERSONNEL

Since it is mutually agreed that pupil-teacher ratio is an important aspect of an effective program, the following guidelines are established for the allocation of teaching personnel:

1. One teacher is allocated for each twenty-nine (29) students in each elementary school, exclusive of physical education, music, art, special education, and speech and hearing. While some classes may be larger than twenty-nine (29) students and some classes smaller than twenty-nine (29) students, the overall ratio in each school should not exceed twenty-nine (29) students per teacher. Special conditions may

warrant lower class size in certain schools. Unless the parties negotiate a new class size approach pursuant to Section 2 below, this ratio changes to one teacher for each twenty-seven (27) students effective at the beginning of the 1977-78 school year.

2. The parties further agree subject to the following provisos, that since class size is an important aspect of an effective program, there will be created no later than November 21, 1976, an FWEA-FWCS Joint Committee to Study the Feasibility and Ways of Lowering Class Size; that this Committee shall be composed of two administrators appointed by the Superintendent and two teachers appointed by the Association President; that this Committee is charged with the responsibility of identifying and assessing costs in terms of staffing, physical facilities and dollars of various class size, teacher-pupil ratio proposals which the Association and the Board may respectively submit to the Committee no later than December 1, 1976; that the Committee will meet as often and for such duration as is reasonable between December 1, 1976 and February 15, 1977, so as to compile data necessary for the analysis and assessment of the various submitted proposals; that no later than February 15, 1977, this Committee shall issue a written report which will attempt to detail the specific cost projections and assumptions of the various submitted proposals; that should the Committee members not agree on ALL the projections and assumptions, then separate written reports may be issued; that this report or reports will be submitted to the FWEA bargaining team, and to the FWCS bargaining team for possible use in negotiating a subsequent contract between the parties; PROVIDED, HOWEVER, that the Association and Board agree that this entire paragraph D-2 of Article XII shall be null and void should the Board ultimately prevail in having a final judicial decision which would hold that the issue of class size was not a bargainable item for the 1976-77 contract required to be negotiated under Public Law 217; PROVIDED FURTHER, HOWEVER, that nothing herein will preclude the parties from on their own agreeing to negotiate class size should a final court decision uphold the Board's position in reference to the 1976-77 status of class size.
3. One teacher is allocated for each twenty-three (23) students in each junior high school. Since seventh and eighth grade students are scheduled in classes each period of the school day and junior high school teachers are assigned daily preparation periods, the lower ratio of students per teacher allocated does not necessarily reflect class sizes lower than elementary school classes. Non-teaching periods for audio-visual and publications are also included in the teacher allocations.
4. One teacher is allocated for each twenty-five (25) students in each high school. Since high school students are enrolled in classes four (4) or five (5) periods per day rather than all periods of the school day and high school teachers are assigned daily preparation periods, the lower ratio of students per teacher does not necessarily reflect class sizes lower than elementary school classes. Advanced courses in certain cases are, however, lower in class size. Non-teach-

ing periods for audio-visual, publications, and for department heads are included in the allocation of high school teachers in each school.

5. Special conditions or circumstances may warrant variances from the above guidelines. During the school year periodic reviews of pupil-teacher ratios and special classroom conditions will be made by teachers, principals, and other administrators. Whenever conditions warrant change, adjustments or assistance will be accomplished when feasible. It is mutually recognized that the traditional concept of class size tends to be altered as new programs are adopted.

E. DEPARTMENT HEADS/TEAM LEADERS

While the responsibility of formally evaluating teachers rests solely with the building principal or another building administrator designated by the principal, department heads/team leaders may be consulted regarding individual teacher effectiveness.

Article XIII

TEACHER'S DISCIPLINARY AUTHORITY, RESPONSIBILITY, AND PROTECTION

A. GENERAL PROVISIONS

1. Effective student control and discipline are prerequisites to effective teaching and learning. Appropriate motivation of the student toward worthwhile learning activities helps to develop a good classroom atmosphere and promotes self-discipline on the part of the student. Therefore, one of the primary responsibilities of the teacher is to exercise his/her full professional competence toward the motivation of students into worthy learning activities and to thereby establish effective discipline in the classroom for each student. The teacher has the further responsibility to maintain order and control in the classroom through fair and just decisions that can be supported by the administrative staff.

2. Having followed the policies, procedures, and guidelines of the Board and acting within the established practices of the individual school, teachers shall receive the full support of the Board and the administrative staff.

   a. Teachers should refer students who are serious disciplinary problems to the principal or his/her designee for disposition.

   b. After referring the student for disciplinary action, the teacher shall be kept informed.

   c. If the teacher has acted properly in the performance of his/her responsibilities and is a defendant in a situation relating to the performance of these responsibilities, the Board shall provide legal counsel.

   d. No teacher shall suffer loss of salary or reduction of leave if the teacher is absent to appear before a judicial body or legal authority in an action resulting from student disciplinary situations.

B. SPECIFIC PROVISIONS

1. Disruptive Students
   a. Each teacher is expected to act within the framework of PL 218-223, Acts of 1973, concerning student discipline in the performance of his/her duties and responsibilities as a classroom teacher.
   b. As provided in PL 218-223, Acts of 1973, a teacher may remove a student from his/her class or any educational function under his/her supervision for a one-day period.
   c. Before readmitting a student who has been temporarily removed from his/her classroom, the teacher will be consulted.
2. Assault
   a. Any teacher who is threatened or assaulted while performing his/her duties shall be supported by the administrative staff until such time as an investigation of the case, initiated by the school administration, is concluded. The principal or his/her designee shall make disposition of the case based on the facts revealed by this investigation. The investigation shall include contacting all school staff and students who are involved. The teacher involved shall be consulted throughout the investigation and before the student is readmitted to the teacher's classroom.
   b. In the case of assaults upon teachers by a student or students where injury results which qualifies as compensable injury under Workmen's Compensation, Section B7 of Article XVII will be operative.
3. Parental Communications
   a. No complaint made by a parent or student shall be made part of a teacher's personnel file until the matter is first reported to the teacher in writing. Said teacher shall be allowed to submit a written reply to accompany the complaint in said file.
   b. Any teacher may submit positive communications to be included in the teacher's personnel file.

Article XIV

CONTRACT AND CONTRACT PERIOD

A. CONTRACT

1. The Board shall use the official Regular Teacher's Contract form, the Temporary Teacher's Contract, and Supplemental Service Teacher's Contract for Public School Corporations as prescribed by the State Superintendent of Public Instruction. No additional conditions will be affixed to the above listed teacher contracts.
2. A teacher selected to fill the position of a teacher who has resigned or died shall be given a Regular Teacher's Contract for the remainder of that year and shall be paid a salary based on the schedule according to years of experience and training.
3. A teacher selected to fill a vacancy created by a leave of absence shall be given a Temporary Teacher's Contract based on years of ex-

perience and training and shall, before signing, be made aware that the specific assignment is only for the duration of the leave of absence.

4. A copy of the salary schedule for teachers and the terms of employment shall be furnished each teacher when the contract is presented for signature.
5. In the event no regularly licensed teacher is available to fill a vacancy caused by the death, resignation, or entry into the military service of a regular teacher, a substitute teacher may fill such vacancy only until a regular teacher is available.
6. No regular individual contracts will be issued until all terms and conditions of employment have been agreed to and signed by the Board and the Association; however, tentative individual contracts may be issued in the event the Master Contract expires and no agreement has been reached as of the expiration date.

B. CONTRACT PERIOD

1. A teacher's contract shall be written for a nine and one-half (9½) month school year within the forty (40) week period as designated in the official school calendar.
2. Any teacher who will not be returning for the following school year is expected to submit his/her letter of resignation prior to April 1.
3. Any teacher who will not be awarded a contract for the following year and has not submitted his/her letter of resignation will be notified by registered mail or by personal delivery at a time other than during the school day. This shall be done as soon as such a determination is made, but no later than May 1 in accordance with the law.
4. A teacher contracted for the regular school year is contracted for one hundred ninety (190) days. A teacher contracted to begin teaching after the first day (Labor Day) will be contracted for 1/190th of the full year's salary times the number of days (school days and paid vacation days) remaining in the school year.

Article XV
SUMMER SCHOOL

A. VACANCIES

Tentative openings for summer employment in the regular summer school program shall be publicized by the Director of Personnel with postings in each school building on or before April 15. Teachers desiring to obtain one of these positions may apply through the Personnel Office. Such application shall be submitted on or before April 25 with each teacher being notified in writing of the action taken regarding his/her application no later than May 15. Appointment of any additional teachers to positions not listed April 15 shall be made as soon as practicable from the list of teachers having submitted applications in accordance with the above policy.

B. ELIGIBILITY

1. Teaching positions in the regular summer school program shall be filled first by full-time teachers employed by the Board.

2. A teacher may work in one summer instructional program only.

C. CONTRACTS

1. Each teacher contracted for the regular summer school program shall be issued a Supplemental Service Teacher's Contract as prescribed by the State Superintendent of Public Instruction.
2. Contracts will be issued only to those teachers who will teach the entire summer school session as it pertains to the individual class assigned.
3. Teachers employed for less than the full summer session will be classified as substitute teachers and receive the pay of a substitute teacher.
4. Creditable service and degree classification for the regular summer school supplemental contract for each teacher will be the same as that recognized on the previous school year teacher contract.
   Teachers contracted for regular summer school shall be paid an hourly rate based on their regular teacher's contract salary. The hourly rate shall be computed using each teacher's basic contract salary divided by one thousand one hundred forty (1,140).
5. Teachers contracted for regular summer school shall not be required to spend more than forty (40) minutes in excess of the regular contracted hours in performing related school duties.

D. SELECTION

The selection of teachers for regular summer school assignments shall be made on the following bases:

1) Particular teaching needs of the building or unit
2) Contributions the teacher could make to the students
3) Qualifications in the area of vacancy
4) Mutual agreement of teacher and administration
5) Length of service in the school system

E. POLICIES

1. The absence policy, except for personal business, as stated in this Contract applies to regular summer school assignments. For each day of summer school teaching missed, one-half day of absence will be recorded and deducted from paid leave days or from salary.
2. Personal business days are not available for regular summer school teaching personnel. The remainder of absence and paid leave provisions apply to summer school.

F. SUBSTITUTE TEACHERS

Substitute teachers will receive twenty dollars ($20.00) per day on the basis of a minimum of four (4) assigned instructional periods per day and pro-rated for hours worked less than four (4).

Article XVI
TENURE

A. A teacher who has taught five (5) consecutive years under a Regular Teacher's Contract in the Fort Wayne Community Schools and signs a sixth (6th) Contract in the school corporation shall become a tenure or permanent teacher in accordance with the Indiana Law.

B. Any tenure or permanent teacher reemployed by the Board under a Regular Teacher's Contract resumes tenure or permanent status.

ABSENCE AND PAID LEAVE

Article XVII

A. GENERAL PROVISIONS

1. A teacher needing to be absent for reasons set forth in this item as paid leave shall notify the principal and specify the category and the length of the leave in order that a substitute may be obtained.
2. A teacher needing to be absent for reasons not set forth in this item shall ask permission from the principal stating the category and the length of the absence in order that a substitute may be obtained. The principal will grant permission for such absence based on his/her judgment of the facts of the situation. Teacher requests under this section for a maximum of two (2) days absence for the observance of a nationally recognized religious holiday shall be referred to the Superintendent or his designee for approval.
3. A teacher returning from an absence with permission or a paid leave situation shall sign and submit to the unit head a written statement upon the form prescribed by the Superintendent setting forth the category under which the paid leave or absence with permission should be recorded for payroll purposes.
4. A teacher returning from an absence shall be returned to his/her former position or to a mutually agreeable position.

B. SPECIFIC PROVISIONS

1. Sick Leave
   a. A teacher shall be allowed ten (10) days each school year with full pay, cumulative to a total of one hundred twenty (120) days. Cumulative sick leave transferred from the last school corporation will be credited in full at the beginning of the second year of employment with the Fort Wayne Community Schools but limited to one hundred twenty (120) days maximum. In cases of proven emergency, transfer of sick leave may be effected during the first year of employment.
   b. The actual period of temporary physical disability associated with pregnancy and/or childbirth may, at the teacher's option, be compensated under this sick leave provision.
   c. Three (3) days per year shall be allowed for illness in the teacher's immediate family. The term "immediate family" should be interpreted as spouse, children, legal guardian, stepchildren, parent, stepparent, grandparent, grandchild, brother, sister, stepbrother, stepsister, parents-in-law, or a person living in the home as a part of the family. These days are not cumulative and are not deducted from sick leave.
2. Sick Leave Bank
   A sick leave bank shall be established consisting of two hundred (200) days provided by the school corporation. Any teacher who has

used up his/her sick leave who has been absent from work due to illness for a period longer than fifteen (15) consecutive school days may apply and be considered for the use of these days. Such days shall only be used after individual sick leave has been exhausted and prior to the date when long term disability insurance could or would commence. A joint committee consisting of Board's Personnel Director and Director of Employee Relations along with the Association's President and President-Elect, or designee, shall administer this sick leave bank.

3. Bereavement
   a. A teacher absent due to a death in the immediate family shall be allowed up to five (5) school days for leave time. Such days shall normally begin immediately following the death but may be taken within a two (2) week period following the death. The immediate family shall be limited to spouse, children, legal guardian, stepchildren, parent, stepparent, grandparent, grandchild, brother, sister, stepbrother, stepsister, parents-in-law, or a person living in the home as part of the family.
   b. Three (3) days shall be allowed per year for death of other members of the family not included in the definition of immediate family.
   c. In cases of extenuating circumstances relative to deaths, the teacher through his/her principal shall refer his/her questions to the Personnel Department.
4. Paternity/Adoptive Leave

   Up to two (2) days paternity leave shall be available to a teacher immediately following the birth of his child. Up to two (2) days leave shall be available to a teacher for the purpose of adoption. These days must follow the date of birth or custody within thirty (30) days but need not be consecutive.
5. Personal Business

   Each teacher, according to law, shall be entitled to two (2) days for the transaction of personal business and for the conducting of personal or civic affairs during each year of employment. Personal business days shall not be requested or used for the sole purpose of extending a vacation or holiday. Personal business days may be taken in half-day units. Any unused personal business days shall, at the end of each school year, be credited to the teacher's accumulation of sick leave in accordance with the sick leave policy of the Board. No reason need be given except immediately prior to or after a holiday or vacation period.
6. Court Responsibilities
   a. A teacher called for jury duty will receive his/her regular pay.
   b. A teacher subpoenaed as a witness will receive his/her regular pay for the time involved, except those subpoenaed by the Association or a teacher.
7. Absence Due to Compensable Injury or Accident
   a. In the case of absence of a teacher who qualifies for benefits under the Indiana Workmen's Compensation Act Provisions, the

teacher shall be compensated the difference between Workmen's Compensation payments and his/her regular salary for as long as Workmen's Compensation payments continue, but not to exceed one hundred twenty (120) school days or six (6) calendar months. Sick leave is not used or necessary in a compensable injury or accident situation.

8. Differential Pay for National Guard or Reserve Duty

A teacher who is a member of a recognized reserve component of the Armed Forces of the United States or the National Guard shall be entitled to a leave of absence for annual required active duty training. A teacher shall be paid the difference, if any, between the military pay and his/her regular rate of pay for a period not to exceed fifteen (15) calendar days each year. It shall be the obligation of the teacher to furnish acceptable evidence of training time and payment therefor to the payroll department.

9. Paid Professional Leave Days

a. A school year allocation of one day for each five (5) teachers will be made to establish a bank of paid days to be assigned to each unit to be administered by the unit head. The total number of days allocated will not be less than the number of days obtained by dividing five (5) into the total number of full-time teachers. The allocation for each unit will be rounded to the nearest whole number of days. A teacher wishing to attend a professional meeting, workshop, conference, or seminar may request permission through his/her unit head to the Director of Secondary or the Director of Elementary Education on the form shown in Appendix III. If permission is granted, a substitute will be provided to replace the teacher using paid professional leave day or days.

An additional one hundred (100) days will be allocated for teacher use to be administered by the Instruction Department for the special needs of teachers in curricular areas.

b. Each senior high school shall be allocated twelve (12) days each school year and each junior high school shall be allocated six (6) days each school year to be used exclusively by department heads. VACE shall be allocated eight (8) days including six (6) days for the Vocational Unit and two (2) for the Adult Learning Center.

c. The individual unit head may request professional leave days for a teacher without using the established bank of days so long as a substitute is not required to fill the vacancy created by the teacher who is attending a professional meeting and so long as the educational program is not adversely affected.

d. A twenty dollar ($20) travel allowance will be made in using each paid professional leave day if travel is outside a thirty (30) mile radius of Fort Wayne. This allowance shall apply only if a paid professional leave day is used.

10. Sabbatical Leave

a. General

A one-year leave of absence may be granted to tenure teachers for the purpose of engaging in full-time professional study to earn college or university credit in order to enhance the teacher's opportunity to contribute to the students of the Fort Wayne Community Schools. The teacher shall receive fifty percent (50%) of the contract salary as a teacher for the school year in which the leave is taken. This sum shall be paid during the leave on the regular pay schedule as elected by the teacher.

b. Application

One-half of one percent (.5%) of the total number of tenure teachers shall be extended an opportunity to participate in such sabbatical leave in any one year. Applications for sabbatical leave shall be made to the Superintendent on the form shown in Appendix IV. A teacher desiring to participate in the sabbatical leave program will submit his/her application on or before April 1 for a leave to begin the following school year. Sabbatical leaves for the following school year shall be approved no later than June 1. After June 1, no changes or substitutions in the personnel granted a sabbatical leave will be made.

c. Selection

The Superintendent shall refer the application to the Sabbatical Committee whose purpose shall be to review applications for sabbatical leave. This committee shall consist of three (3) representatives selected by the Association and three (3) representatives appointed by the Superintendent. The committee shall make recommendations to the Superintendent after taking into consideration such areas as (1) purpose of leave, (2) potential benefit to the requesting teacher, (3) potential benefit to the school system, and (4) any other factors important in the committee's judgment. The Superintendent shall make recommendations to the Board after receiving the recommendations of the Sabbatical Committee. Approval of the Board will be contingent upon securing a qualified replacement to assume the duties of the applicant. This consideration is not meant to pre-determine that teachers in certain critical areas cannot be granted a leave but to make clear that the Fort Wayne Community Schools must continue to function for the benefit of the community. The guidelines in the selection section should be given equally careful consideration as all applications are reviewed.

d. Contract Agreement

Before beginning the sabbatical leave, the teacher shall enter into a contract to return to active service in the Fort Wayne Community Schools for a period of at least two (2) years after the expiration of such leave. A teacher who does not fulfill this agreement shall repay the Fort Wayne Community Schools with-

in two (2) years the amount received by him/her for the sabatical leave. This rule does not apply in cases where the person becomes incapacitated or in cases wherein the rule is waived by the Board.

e. Return

Teachers on sabbatical leave shall be allowed credit toward retirement for the time spent on such leave in accordance with rules and regulations established by the Indiana State Teachers' Retirement Fund. Further, a teacher upon return from a sabbatical leave shall be restored to his/her former position or to a position of like nature and status and shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the Fort Wayne Community Schools during this period of time. A complete transcript of credits earned shall be submitted to the Superintendent by October 1 following completion of the sabbatical leave.

Article XVIII

UNPAID LEAVE

A. GENERAL PROVISIONS

1. Application for Leave

a. A leave of absence is granted only to a tenure teacher except by special permission of the Board upon recommendation of the Superintendent or by Federal law or regulation that has the effect of statute or in cases of childbearing/childrearing.

b. A leave of absence is granted for the remainder of a school year, a semester, or for a full school year and may be renewed so long as the total leave does not exceed two (2) years. Whenever two (2) school years become involved, two (2) separate requests for leave must be made.

c. A teacher desiring a leave of absence for the succeeding full school year should make request for the leave as soon as possible in the current school year and preferably prior to April 1.

d. A leave of absence generally is not granted for purposes of obtaining other employment. However, a teacher on leave shall not be denied the opportunity to substitute in the school district by reason of the fact that he/she is on leave.

2. Return From Leave

a. A teacher on leave who notifies the Personnel Department in writing at least fourteen (14) days before the expiration of his/her leave that he/she desires to return to active employment shall be returned immediately upon expiration of his/her leave to his/her former position, or, if that position is no longer in existence, to a substantially equivalent position. If more than one teacher has given notice to return to active employment, the teacher with great-

er seniority shall be assigned first. A teacher who fails to notify the Personnel Department prior to expiration of his/her leave shall be notified of pending termination.

b. If such notice is received after spring vacation, his/her leave shall continue until the beginning of the next school year.

c. A teacher returning from a leave of absence shall have accrued benefits restored including the advancement on the salary schedule when verification of credit for retirement under the Indiana State Teachers' Retirement Fund is submitted.

B. SPECIFIC PROVISIONS

1. Disability Leave and Personal Illness

A leave granted for personal illness or disability is based on a physician's written report stating inability to work. Return to work from personal illness or disability leave is based on a physician's written report stating that the teacher is again able to assume his or her teaching duties.

2. Professional Improvement or Study

This area includes study, travel, exchange teaching, and other areas of self-improvement. This leave is granted for one year.

3. Peace Corps — Overseas Dependent Schools

This area normally covers two (2) one-year leaves of absence.

4. Military or Alternative Service

Military or alternative service leave is granted by Federal law to any teacher for a period of time not to exceed four (4) years.

5. Indiana General Assembly

A leave may be granted to a tenure teacher to serve in the Indiana General Assembly. Upon recommendation of the Superintendent and approval of the Board, a nontenure teacher may be granted a leave to serve in the Indiana General Assembly.

6. Professional Organization

Upon the request of the Association and recommendation of the Superintendent and approval of the Board, a teacher may be granted a leave of absence. Such a leave will be for a one-year period.

7. Childbearing and/or Childrearing

Any teacher may request a leave of absence for reasons of childbearing and/or childrearing.

a. The teacher shall notify the Personnel Department in writing of his/her desire to take such leave and, except in the case of emergency, shall give notice at least thirty (30) days prior to the date on which his/her leave is to begin.

b. The teacher requesting the leave shall include with such notice either a physician's statement certifying pregnancy, a copy of the birth certificate of the child, or statement of the date of custody in the case of an adoption, whichever is applicable.

c. In the case of childbearing, active employment may continue as

late into pregnancy as the teacher desires, provided her physician certifies she is able to properly perform all of her required responsibilities. Her leave of absence may begin at any time between the commencement of her pregnancy and one year after a child is born to her.

d. Any male teacher shall be entitled to a leave to begin at any time between the birth of his child and one year after the birth.

e. Any teacher adopting a child shall be entitled upon request to a leave to commence at any time during the first year after receiving defacto custody of the child or prior to receiving such custody if necessary in order to fulfill the requirements for adoption.

8. Other
Any other reason for leave not specifically enumerated in this article will be considered for leave of absence based on individual merits.

Article XIX

ACADEMIC FREEDOM

It is mutually recognized that freedom carries with it responsibility; academic freedom also carries with it academic responsibility which is determined by the basic ideals, goals, and institutions of the local community. Discussion and analysis of controversial issues should be conducted within the framework of the fundamental values of the community as they are expressed in the educational philosophy and objectives of the Board.
Within the preceding frame of reference and as it pertains to the course to which a teacher is assigned, academic freedom in the Fort Wayne Community Schools is defined as:

1. The right to teach and learn about controversial issues which have economic, political, scientific, or social significance.
2. The right to use materials which are relevant to the levels of ability and maturity of the students and to the purposes of the school system.
3. The right to maintain a classroom environment which is conducive to the free exchange and examination of ideas which have economic, political, scientific or social significance.
4. The right of teachers to participate fully in the public affairs of the community.
5. The right of students to hold divergent ideas as long as the expression of their dissent is done within the guidelines of debate and discussion which are generally accepted by teachers in a normal classroom environment.
6. The right of teachers to a free expression of conscience as private citizens with the correlative responsibility of a professional presentation of balanced views relating to controversial issues as they are studied in the classroom.

Article XX
INSURANCE

GENERAL

The exact benefits provided and effective dates of coverage under insurance plans negotiated between the Board and the Association are set forth in policies and individual booklets which become a part of this Contract by reference.

A. HEALTH AND MAJOR MEDICAL INSURANCE

A full-time teacher is eligible to receive Blue Cross-Blue Shield insurance coverage. The Board shall pay ninety percent (90%) of the premium for either the single or the family plan. In the event both husband and wife are eligible for such coverage, they may take individual single plans or one family plan.

In addition the major medical maximum shall be increased to $250,000 effective October 1, 1976.

B. GROUP TERM LIFE INSURANCE

A full-time teacher is eligible to receive convertible term life insurance in the amount of ten thousand dollars ($10,000). The cost shall be borne by the Board except for an annual payment of one dollar ($1.00) by each participating teacher.

C. LONG TERM DISABILITY INSURANCE

A full-time teacher is eligible to receive a long-term disability insurance policy which includes benefits of sixty percent (60%) earnings after six (6) calendar months of disability and continuing during the disability or to age sixty-five (65). Coverage shall be for fifty-two (52) weeks of the year with maximum benefit payments of two thousand dollars ($2,000) per month. Cost of the premium for the plan is borne equally by the participating teacher and the Board.

D. LIABILITY INSURANCE

The Board shall provide comprehensive general liability insurance for both bodily injury and property damage covering all teachers while performing normal work assignments. The Board purchases automobile liability insurance for all owned, non-owned, and hired vehicles for accidents for which they may become liable.

E. COVERAGE RELATED TO TERMINATION OF EMPLOYMENT

Any teacher who, as a result of resignation or discharge, shall teach less than a full school year shall have applied for his/her benefit only that proportion of the above described insurance premiums which the total number of days taught bears to the total number of teaching days in the school year.

F. EXTENDED COVERAGE

A teacher on an extended leave granted by the Board shall be afforded the opportunity to continue his/her participation in any insurance pro-

gram to which he/she was entitled as a full-time teacher under contract at his/her own expense, unless the insurance carrier objects to such a procedure.

A teacher on a sabbatical leave granted by the Board shall be afforded the opportunity to continue his/her participation in any insurance program to which he/she is entitled as a full-time teacher under contract.

G. PART-TIME AND SUBSTITUTE COVERAGE

Part-time and substitute teachers who desire medical insurance coverage may arrange this with the teacher paying the full premium.

Article XXI
RETIREMENT

A. The compulsory retirement age is sixty-six (66). A teacher who is sixty-six (66) years of age before August 1 may not begin teaching the following year. A teacher who reaches the age of sixty-six (66) on or after August 1 may teach the following school year.

B. A teacher who is eligible to receive Indiana Teachers' Retirement benefits and submits to the Superintendent's office no later than June 1 satisfactory evidence that he/she is retiring will receive in the last month of tenure, additional compensation on the following basis:

1. Ten (10) years or more experience in the Fort Wayne Community Schools: An amount equal to .01 of the beginning Bachelor's salary on the salary schedule times the number of total credited years of teaching experience.
2. Less than ten (10) years of credited experience in the Fort Wayne Community Schools: An amount equal to .01 of the beginning Bachelor's salary on the salary schedule times the number of years of teaching experience in the Fort Wayne Community Schools.
3. Calculation of retirement compensation for a teacher retiring from the Fort Wayne Community Schools a second time after having received retirement compensation once shall be based on his/her second term of employment only.
4. In the event a teacher is unable to give timely notice of retirement as required by this contract but is forced to retire as a result of ill health, accident, or other unforeseen event, the required Notice of Retirement shall be waived.

C. Upon the demise of a teacher who is in his/her compulsory retirement year or who has in writing declared a commitment to retire during or at the end of the current school year and who is eligible for additional retirement compensation, compensation shall be paid to his/her estate or beneficiary as designated. If no designation is made it shall be paid to the beneficiary on the teacher's group term life insurance policy.

Article XXII
SUBSTITUTES

A. GENERAL

1. A list of substitute teachers shall be approved each year for substi-

tute work and a copy of the license or permit shall be filed in the office of the Director of Personnel.

2. Subject to the discretion of the building principal, any student teacher assigned to the Fort Wayne Community Schools may be used as a substitute teacher for a single day's absence of the supervising teacher to whom he/she is assigned.
3. Each principal shall distribute to each substitute in his/her building information pertinent to his/her building rules and schedules to help insure a successful assignment.
4. A substitute teacher shall be provided for all teachers except in cases of emergency or when a qualified substitute teacher is not available.
5. A substitute teacher shall be given and/or mailed a copy of anything placed in his or her personnel file.

B. LICENSED SUBSTITUTES

1. A licensed substitute shall be paid at the rate of thirty-one dollars and fifty cents ($31.50) per day for thirty (30) teaching days. On the thirty-first (31st) day, a substitute with less than six (6) years of experience shall be paid forty-two dollars ($42) per day and a substitute with six (6) or more years' experience shall be paid fifty-two dollars and fifty cents ($52.50) per day.
2. A licensed substitute teacher who has served in the same teaching position beyond fifteen (15) consecutive days shall be paid on the regular pay schedule for teachers for the duration of that assignment. A long-term assignment may be interrupted by an up-to-five (5) consecutive-day sickness without loss of status in position.
   Any substitute teacher serving in such a position and for such a time who is replaced by another substitute teacher shall be notified in writing of the reasons for the replacement.
3. A retired licensed teacher may teach fifty-nine (59) days at substitute pay rate.
4. A licensed substitute desiring a regular teaching position shall annually submit a letter stating same to the Personnel Department.

C. NON-LICENSED SUBSTITUTES

Non-licensed substitute teachers previously employed by the Board will be permitted to continue substitute teaching and shall be paid at the rate of twenty-five dollars ($25) per day and are limited to the total number of days permitted by State law.

D. RETIREMENT BENEFITS

Each substitute may submit a written request to the payroll office in order for retirement withholding to be made. Teachers retirement withholding shall be made in one sum for the first sixty (60) days of substitute teaching and by payroll deduction thereafter.

Article XXIII

PROFESSIONAL COMPENSATION

A. CLASSES

Class I. Teachers who hold the conditional vocational teaching certificate wtih less than twelve (12) semester hours of approved vocational teacher education course work or equivalent.

Class II. Teachers who hold the conditional vocational teaching certificate with twelve (12) or more semester hours of approved vocational teacher education course work or equivalent.

Class III. Teachers with a Bachelor's Degree and four (4) years of training.

Class IV. Teachers with a Master's Degree. (State Rule No. 34 for those who were qualified prior to June 1, 1947.)

Class V. Teachers with credit beyond the Master's Degree.

Class VI. Teachers with a Doctor's Degree.

B. CREDIT ON SALARY SCHEDULE

1. Credit will be given for each year of military service, including alternate service, up to a maximum of four (4) years. A minimum of six (6) months of military service is necessary to qualify for a year of service. (Rule 91, 1948, Department of Public Instruction.)
2. Credit shall be given on the salary schedule for all VACE teachers for their occcupational area employment experience. Occupational area employment experience in excess of the requirements for vocational certification five (5) years for a conditional certificate; three (3) years for a provisional or professional certificate) shall be recognized for salary determination at the ratio of two (2) years of work experience equaling one (1) school year of instructional experience. Adjustments for those currently under contract shall be made. Such work experience must be validated over the signature of the chief personnel officer or officers of the firm or firms where the work was performed and filed in the Personnel Office. Class II instructors who earn the B.A. shall move to the Class III schedule with no loss of work experience credit.
3. Teaching experience outside the school system shall be the sum of full and/or half years according to the rules adopted by the General Commission of the State Board of Education, "One school year of service in any public school certified, or commissioned, by the General Commission on Education of the State Board of Education, or in a public school equally recognized by the duly authorized State agency of any other State, or a school maintained by the U.S. Government for children of military personnel and other government employees either in the U.S. or in a foreign country, including teaching experience in Peace Corps Service, or in an accredited publicly supported college or university, shall be recognized as one year of experience . . ." No teacher shall lose any credit heretofore given by the Board for parochial school and college teaching experience. No teacher shall be employed in excess of credit authorized by this schedule.

4. A minimum of one hundred and twenty (120) days of teaching is necessary to qualify for one year of credit on the salary schedule. These days are cumulative over mutiple contracts. Increment shall be awarded with the ensuing contract.
5. Completion of technical training programs by conditionally certified teachers such as factory service schools specifically related to the instructional assignment may be recognized as the equivalent of semester hours of credit with prior approval of the Superintendent at the ratio of fifteen (15) hours' training equaling one semester hour. Equivalent training may be recognized for up to fifty per cent (50%) of the requirements for classification advancement on the salary schedule.
6. Professional incentive increment. Each teacher should earn a minimum of five (5) semester hours of credit each five (5) year period of employment. Said five (5) hours shall be college or university credit of which two (2) hours may be college-approved travel or seminars for which university or college credit is given. Audit courses do not apply.
7. Credit earned after the awarding of the Master's Degree will be paid at an additional index rate of .01 of beginning Bachelor's salary per five (5) semester hours to a maximum of sixty (60) hours.
   a. A minimum of thirty (30) semester hours of the sixty (60) semester hours must be in the area or areas in which the teacher is licensed and must be approved prior to enrollment for eventual credit on the salary schedule.
   b. At least five (5) semester hours of the remaining thirty (30) hours which do not have to be in the area of licensing shall be in the human relations field. Approval must be obtained prior to enrollment for eventual credit on the salary schedule. A joint committee of the Association and the Board shall meet to approve human relations courses for which credit is given.
   c. ARTICLE XXIII B, 7b shall not apply to teachers who have earned sixty (60) semester hours beyond the Master's degree prior to February 1, 1974.
   d. Credit on the salary schedule will be allowed up to a maximum of ten (10) hours of undergraduate course credit taken after the Master's degree is awarded if approved prior to enrollment. Credit on the salary schedule for undergraduate work must be in an area in which the teacher is licensed and cannot exceed ten (10) semester hours. The total credit on the salary schedule for graduate and undergraduate work beyond the Master's degree cannot exceed sixty (60) semester hours.
   e. All courses for which credit on the salary schedule is granted must be taken at four-year institutions of higher learning that offer at least a Bachelor's degree. It is recommended that courses be taken at institutions of higher learning that are accredited by the North Central Association of Colleges and Secondary Schools or other regional accrediting associations.
8. Evidence of the completion of a degree, hours earned after the awarding of a Master's degree, and credits for the Professional In-

centive Increment earned since the signing of the last contract must be submitted to the Personnel Office by October 1 retroactive to the first day of school but effective January 1. Such evidence submitted by the last day of February shall be retroactive to the beginning of the second semester effective with the next pay check.

It is the responsibility of the individual teacher to secure college or university transcripts of grades and credits, evidence of awarding of a degree, and certification from colleges and universities of any courses for which credit on the salary schedule is requested.

9. The individual teacher is responsible for keeping licenses current and renewed when due and for securing proper certification of outside teaching experience, military service, and cumulative sick leave for submission to the Personnel Office.

10. Special Education

    Speech and Hearing

    Five (5) semester hours of credit on the salary schedule shall be provided teachers holding the Certificate of Clinical Competence in speech pathology or audiology from the American Speech and Hearing Association.

C. SEPARATE INDICES

1. All teachers, except department heads as noted in C2, regardless of assignment are expected to carry a normal teaching load. Any exceptions must be requested in writing by the principal and approved by the Superintendent.

2. Department heads in the senior high schools in the areas of English, math, business, social studies, science, music, physical education, art, foreign language, home economics, industrial arts, and library shall receive additional compensations in excess of their base salary of .09 times the beginning Bachelor's salary. Department heads of departments of eight (8) or more full time equivalent teachers excluding the department head shall be assigned one less class period per day. Other department heads may, upon written recommendation of the principal and approval by the Superintendent, be assigned one less period per day.

3. Junior high school department heads in the areas of English, math, social studies, science, music, industrial arts, home economics, art, and library shall receive additional compensation in excess of their base salary of .05 times the beginning Bachelor's salary. Team leaders may be substituted for department heads and paid as such in junior high schools where and when block scheduling is taking place. Publications advisors receive .015 for yearbook and .015 for newspaper. Cheerleader advisors receive .03.

4. All librarians shall be granted an extended contract for two (2) half days prior to the opening of school and two (2) half days after the close of school.

5. VACE department heads shall be eight in number with six (6) in voca-

tional area and two (2) in the adult learning center and shall receive additional compensation of .09 of the beginning Bachelor's salary.

6. Any teacher required to travel as a regular practice to two (2) or more buildings per day in his/her teaching assignment shall receive an additional two hundred twenty-five dollars ($225) on his/her regular contract. Cooperative training teachers working out of high schools shall receive two hundred and twenty-five dollars ($225) for job related travel. Those working out of the Regional Vocational Center shall be compensated one and one-half times the regular travel teachers rate.

7. Other additional compensation. High school compensation areas receiving an index of the beginning Bachelor's salary in excess of the base salary shall be the following:
   a. All-City Music Program .0557.
   b. Instrumental Music—Marching Band .105.
   c. Instrumental Music—Orchestra .05.
   d. Vocal Music .05.
   e. Speech .09. This may be divided between two people at the option of the principal.
   f. Theater Arts .05. This may be divided between two people at the option of the principal.
   g. Publications Advisors .09.
   h. Intramurals .09. This may be divided between two people at the option of the principal.
   i. Cheerleader Advisor .03.

8. Senior high school coaches shall receive an additional index of the beginning Bachelor's salary as follows:
   a. Head coaches in football, basketball, and track-cross country .186.
   b. Head coach in track only .096.
   c. Head coach in cross country only .09.
   d. Other head coaches .09.
   e. Assistant coaches in male football, male basketball, and male track .09.
   f. Other assistant coaches .04.

9. Junior high school coaches shall receive an additional index of the beginning Bachelor's salary as follows:
   a. Head coaches in football, basketball and track-cross country .084.
   b. Other head coaches and assistant coaches .04.
   c. Head track coach .044.
   d. Head cross country coach .04.
   e. Other head coaches and assistant coaches .04.
   f. Intramurals .04.

D. DRIVER EDUCATION

Driver education teachers shall be contracted and paid on a supplemental teacher contract basis using the salary schedule as contained in this Contract.

E. PAYROLL DISBURSEMENT

1. Pay during the school year may be in twenty (20) payments or twenty-six (26) payments.
2. The Fort Wayne Community Schools will mail checks during the summer months to teachers who select the twenty-six (26) pay option.
3. Personnel who terminate employment prior to the last day of school will have their pay recomputed on a daily rate basis from the first day of employment in the current school year to the date of termination of employment, and the additional amount due will be included in the last check.

F. PAYROLL DEDUCTIONS

1. Deductions for school year personnel for daily absences not covered by provisions listed under ARTICLE XVII shall be made at the rate of 1/190th of the contracted salary.
2. On or before October 10 of each year, payroll authorizations for deductions of professional dues will be accepted. Dues will be deducted in ten (10) equal payments and remitted as deducted to the Association. Association dues for teachers who are employed following the October 10 deadline shall be deducted beginning with the tenth (10th) pay check on the regular pay schedule.
3. Signed payroll deduction authorization forms for Association dues shall be retained by the Board for deductions in subsequent years. Such professional dues deductions for the Association shall be made for those teachers remaining in the employ of the Board unless notified in writing by the Association on or before October 10 of each year. Additionally any adjustment in the Association dues total in subsequent years for teachers having already signed the designated form will be supplied by the Association on or before October 10 of each year.
4. Payroll deductions for teachers are limited to the following:
   a. Federal Income Tax
   b. State Income Tax
   c. Social Security Tax
   d. Teacher's Retirement
   e. Association Dues
   f. Blue Cross-Blue Shield Insurance
   g. Washington National Insurance
   h. Long-Term Disability Insurance
   i. Life Insurance
   j. Credit Union
   k. United Way
   l. U.S. Savings Bonds
   m. County tax (if applicable)
5. Teachers may authorize reductions for Tax-Sheltered Annuities by May 1 or upon ratification of Contract, whichever is later, or when initially employed.

G. INDEX SCHEDULE FOR 1976-77: $9,464 — Effective August 15, 1976 to August 14, 1977

Years of Experience	Years of Teaching	Class I		Class II		Class III B.A.		M.A. Class IV	
		Index x 9464		Index x 9464		Index x 9464	1977-78	Index x 9464	
0	1st	.81	$7,666	.88	$8,328	1.00	$9,464 10,000	1.10000	$10,410
1	2nd	.85	8,044	.92	8,707	1.04	9,843	1.14588	10,845
2	3rd	.89	8,423	.96	9,085	1.08	10,221	1.19176	11,279
3	4th	.93	8,802	1.00	9,464	1.12	10,600	1.23764	11,713
4	5th	.97	9,180	1.04	9,843	1.16	10,978	1.28352	12,147
5	6th	1.01	9,559	1.08	10,221	1.20	11,357	1.32940	12,581
6	7th	1.05	9,937	1.12	10,600	1.24	11,735	1.37528	13,016
7	8th	1.09	10,316	1.16	10,978	1.28	12,114	1.42116	13,450
8	9th	1.13	10,694	1.20	11,357	1.32	12,492	1.46704	13,884
9	10th	1.17	11,073	1.24	11,735	1.36	12,871	1.51292	14,318
10	11th	1.21	11,451	1.28	12,114	1.40	13,250	1.55880	14,752
11	12th	1.25	11,830	1.32	12,492	1.44	13,628	1.60468	15,187
12	13th	1.29	12,209	1.36	12,871	1.48	14,007	1.65056	15,621
13	14th	1.33	12,587	1.40	13,250	1.52	14,385	1.69644	16,055
14	15th	1.37	12,966	1.44	13,628	1.56	14,764	1.74232	16,489
15	16th	1.41	13,344	1.48	14,007	1.60	15,142	1.78820	16,924
16	17th	1.45	13,723	1.52	14,385	1.64	15,521	1.83408	17,358
17	18th	1.49	14,101	1.56	14,764	1.68	15,900	1.88000	17,792 18,800

Class V—Credit earned after the awarding of the Master's Degree will be paid at an additional index rate of .01 of the beginning Bachelor's salary per five (5) semester hours to a maximum of sixty (60) hours.

Class VI—A teacher with an earned Doctor's Degree will be paid an additional index of .15 of the beginning Bachelor's salary above placement of Class III of this schedule.

The rate of pay for pay purposes on this salary schedule from August 15, 1976 through scheduled pays for 1976 is computed on the 1975-1976 teachers' salary schedule. The difference between the 1975-1976 schedule and the 1976-1977 schedule for each teacher contract will be paid in equal payments from January through the remaining scheduled pays.

Article XXIV

1976-1977 SCHOOL CALENDAR

FIRST SEMESTER	SECOND SEMESTER
Begins September 6, 1976	Begins January 31, 1977
Ends January 28, 1977	Ends June 10, 1977

Enrollment of Students ..... September 7, 1976

Classes Begin ..... September 8, 1976

NO SCHOOL FOR STUDENTS

Labor Day ..... September 6, 1976

Professional Conference Days ..... October 28-29, 1976

Veterans' Day ..... November 11, 1976

Thanksgiving ..... November 25-26, 1976

Christmas-New Year's ..... December 23, 1976 through January 2, 1977

Last Day of First Semester ..... January 28, 1977

Spring Vacation ..... April 4, 1977 through April 8, 1977

Memorial Day ..... May 30, 1977

Last Day of Second Semester ..... June 10, 1977

Student Days	
First Semester	91
Second Semester	88
Teacher Days	
Professional	4
Paid Holidays	7
	190

1977-1978 SCHOOL CALENDAR

FIRST SEMESTER	SECOND SEMESTER
Begins September 5, 1977	Begins January 30, 1978
Ends January 27, 1978	Ends June 9, 1978

Enrollment of Students ..... September 6, 1977

Classes Begin ..... September 7, 1977

NO SCHOOL FOR STUDENTS

Labor Day ..... September 5, 1977

Professional Conference Days ..... October 27-28, 1977

Veterans' Day ..... November 11, 1977

Thanksgiving ..... November 24-25, 1977

Christmas-New Year's ..... December 22, 1977 through January 3, 1978

Last Day of First Semester ..... January 27, 1978

Good Friday Afternoon ..... March 24, 1978

Spring Vacation ..... April 3, 1978 through April 7, 1978

Memorial Day ..... May 29, 1978

Last Day of Second Semester ..... June 9, 1978

Student Days	
First Semester	89
Second Semester	88
Teacher Days	
Professional	4
Paid Holidays	9
	190

POLICY ON THE SCHOOL CALENDAR

THE LEGAL SCHOOL YEAR AS ESTABLISHED BY THE STATE OF INDIANA —July 1 through June 30 of the following year.

THE REGULAR SCHOOL YEAR IN THE FORT WAYNE COMMUNITY SCHOOLS—The first week is the week of Labor Day in September and the regular school calendar is established within a forty-week period. The Fort Wayne Community Schools has an established school year calendar of 190 days. The regular teacher's contract will be for 190 days within this forty-week period.

SEMESTERS—The first semester begins on Labor Day and ends on Friday of the 21st week. The second semester begins on the Monday following the end of the first semester and ends on Friday of the 19th week.

THE SCHOOL CALENDAR

LABOR DAY—First Monday in September is a vacation day for students and a paid vacation day for teachers.

PROFESSIONAL CONFERENCE DAYS—To be a designated Thursday and Friday in October. These are days when pupils are not in attendance and are paid school days for the teachers who attend professional meetings which have been recommended by a joint committee composed of representatives of the Board and Association and approved by the Board of School Trustees.

VETERANS' DAY—The 11th day of November. This is a vacation day for students and a paid vacation day for teachers. If the 11th falls on a Saturday or Sunday, the preceding Friday or the following Monday shall be the vacation day.

THANKSGIVING—The 4th Thursday in November. This day and the Friday following are vacation days for students and paid vacation days for teachers.

CHRISTMAS DAY AND NEW YEAR'S DAY AND THE DAYS PRIOR TO EACH — These days are vacation days for students and paid vacation days for teachers.

CHRISTMAS VACATION—There will be no less than three (3) days of school in any week immediately preceding Christmas Day (December 25) and no less than three (3) days of school in any week immediately following New Year's Day (January 1).

END OF FIRST SEMESTER—The last Friday of the first semester is a vacation day for students and a school day for teachers.

GOOD FRIDAY—There is no school on Good Friday afternoon.

SPRING VACATION—The tenth week of the second semester. These are vacation days for students and teachers. Teachers do not receive pay for these days.

MEMORIAL DAY—The last Monday in May is a vacation day for students and a paid vacation day for teachers.

END OF SECOND SEMESTER—The last Friday of the second semester is a vacation day for students and a school day for teachers.

Article XXV

ORIENTATION

A. All teachers contracted for the 1976-77 school year who have never previously signed a regular contract with Fort Wayne Community Schools shall be required to attend orientation sessions for two (2) full days during the week prior to the beginning of school. The two days shall be identified by the Personnel Director.

B. Teachers transferring from one school building to another are encouraged to arrange two (2) half day periods with their building principal to become acquainted with their new building and principal.

C. A Human Relations session shall be a part of the orientation program.

D. The Association shall be given a place on the agenda of the orientation program for new teachers with prior arrangements made through the Superintendent's office. The time on the official agenda shall be one hour excluding break time.

Article XXVI

HEALTH

A. Good health is one of the prerequisites of good teaching. All teachers new to the Fort Wayne Community Schools shall be required to take the prescribed pre-employment physical examination which shall include a blood test and urine analysis.
The Board will provide fifteen dollars ($15) for such examination.

B. Prior to being employed and annually, all teachers are required to have a test for tuberculosis which will be accomplished by the Mantoux test administered by medical personnel of the Fort Wayne Community Schools. If this test is not negative, an X-ray will be required for which the Board will provide a payment of ten dollars ($10).

C. In addition to the annual test for tuberculosis, a teacher under forty-one (41) years of age shall be required to have a physical examination every five (5) years. Teachers forty-one (41) years of age and older shall be required to have a physical every three (3) years. The Board will provide a payment of ten dollars ($10) for such physical examination.

D. In the best interests of the teacher, any known health problems or disabilities which require special consideration are expected to be reported prior to employment. After employment, if health problems or disability occurs, they also should be made a matter of record.

E. The Board may require any employee to have a physician's or physicians' examination at any time in order to determine the fitness of such employee to perform his/her duties satisfactorily.

Article XXVII

MISCELLANEOUS PROVISIONS

A. This Contract shall supersede any rules, regulations, policies or practices of the Board which shall be contrary to or inconsistent with its terms.

B. Nothing in this Contract abrogates the rights of the individual under existing laws. Individual teachers may present views, requests, and complaints or recommendations to the Superintendent or his/her representatives.

Article XXVIII

EFFECT OF MASTER CONTRACT

A. The Board and Association agree that the terms and conditions set forth in this Contract represent the understanding and commitment between them for the duration of this Contract. Only with the mutual consent of both parties can the negotiation process be reopened to alter or change this Contract during its duration.

B. Any contract between the Board and an individual teacher shall be expressly subject to the terms and conditions of this Contract.

C. Should any article or portion thereof be declared illegal by a court of competent jurisdiction or be in conflict with any state or federal statute or regulation that has the effect of statute, such article or portion thereof shall be deleted from the Contract to the extent it violates the law but the remainder of the Contract shall remain in full force and effect.

Article XXIX

TERM OF MASTER CONTRACT

A. This Contract shall be effective on August 15, 1976 and shall continue in effect through August 14, 1977.

B. This Contract is made and entered into at Fort Wayne, Indiana, County of Allen, State of Indiana, by and between the Board of School Trustees of the Fort Wayne Community Schools and the Fort Wayne Education Association, Inc. This Contract is so attested to by the parties whose presidents', secretaries', and designated members' signatures appear below.

Fort Wayne Education Association, Inc.

By Beverly J. Lickey
Its President

By Pamela M. Pletcher
Its Secretary

By Margie Slabach
Chairperson, Professional Negotiations Committee

Board of School Trustees of the Fort Wayne Community Schools

By Helen C. Lee
Its President

By Eugene A. Gaughan
Its Secretary

By Robert L. Eastman
Chairman, Professional Negotiations Committee

Dated this 27th Day of September, 1976

APPENDIX I

FORT WAYNE COMMUNITY SCHOOLS

Fort Wayne, Indiana

PROFESSIONAL GRIEVANCE FORM

Name of Aggrieved ..... Date Filed .....

School ..... Assignment .....

Date of Grievance .....

Statement of Grievance .....

.....

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.....

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.....

.....

Recommended Solution .....

.....

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Signed .....

Signed .....

Received By ..... Date Received .....

Level of Process and Referral Date: .....

( ) Unit Head Principal or ( ) Superintendent ( ) Board ( ) Arbitration

Date..... Date..... Date..... Date .....

By ..... By ..... By ..... By .....

PROFESSIONAL GRIEVANCE FORM (continued)

This answer and action side of the Grievance Form is to be used by all levels of progression in the grievance procedure. The level is to be identified by checking the proper box below.

( ) Principal ( ) Superintendent ( ) Board

and attaching a new answer form if necessary.

Answer or Disposition .....

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.....

.....

By .....

Date .....

Action by Aggrieved: ( ) Accepted Answer
( ) Rejected Answer and Referred on

If Rejected, Give Reason: .....

.....

.....

.....

.....

.....

.....

.....

.....

By .....

Date .....

APPENDIX II

FORT WAYNE COMMUNITY SCHOOLS
1230 South Clinton Street
Fort Wayne, Indiana 46802

TRANSFER REQUEST FORM

TO: PERSONNEL OFFICE

FROM: .....

SUBJECT: Request for Transfer

PRESENT SCHOOL AND ASSIGNMENT:

.....
School Subject and/or Grade Level

REQUESTED SCHOOL AND ASSIGNMENT:
School: Subject and/or Grade Level:

1. .....
2. .....
3. .....

REASONS FOR REQUESTING TRANSFER:

.....
.....
.....

.....
Signature

ACTION TAKEN ON ABOVE REQUEST

.....
.....

.....
Signature

cc: Principal or Unit Head

APPENDIX III

FORT WAYNE COMMUNITY SCHOOLS
1230 South Clinton Street
Fort Wayne, Indiana 46802

PROFESSIONAL LEAVE REQUEST FORM

I. REQUEST

....
Name Date of Request

A. .....
Conference or Activity

B. .....
Location of Conference or Activity

C. .....
Reason for Attendance

D. .....
Date of Conference or Activity Number of School Days Involved

E. Substitute Is Required. Yes.... No.... Date(s).....

F. Anticipated Expense to FWCS .....

G. Mode of Travel .....
Train, Plane, Car Distance (one way)

H. .....
Signature of Person Making Request School and Position

II. ACTION

A. Reviewed by .....
Signature of Person Who Verifies Payroll

Recommendation: Approve..... Disapprove.....

Reason(s) for Disapproval: .....

.....

Remarks or Conditions: .....

.....

.....

.....
Date Superintendent of Schools

APPENDIX IV

FORT WAYNE COMMUNITY SCHOOLS
1230 South Clinton Street
Fort Wayne, Indiana 46802

APPLICATION FOR SABBATICAL LEAVE

Name .....
(Last) (First) (Middle) (Maiden)

Present Position: ....
School Grade Subject

Sabbatical Leave Request for School Year .....

Number of Years Employed by FWCS .....

Number of Years Employed in Public Schools Other Than FWCS .....

Highest Degree Held .....

Purpose of Sabbatical Leave:

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Date ..... Applicant .....

Date ..... Principal or Unit Head .....

ACTION ON SABBATICAL APPLICATION

Recommendation by Sabbatical Committee to Superintendent.

Yes..... No..... Remarks.....

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Date ..... Chairperson .....

Recommendation by Superintendent to the Board of School Trustees.

Yes..... No..... Remarks.....

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Date ..... Superintendent .....

Action by the Board of School Trustees.

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Date ..... Director of Personnel .....

After Approval: Original ..... Employee
Copies ..... Superintendent's Office
..... Personnel
..... Business
..... Unit Head

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